

PROCES-VERBAL DE DEPOT DE REGLEMENT DE JEU « SEPHORA PRIZE »

L'AN DEUX MILLE VINGT-SIX
ET LE TREIZE OCTOBRE

A LA REQUETE DE :

SASU SEPHORA, immatriculée au Registre du Commerce et des Sociétés de Nanterre sous le numéro 393 712 286 et dont le siège social se trouve 41 rue Ybry, 92200 NEUILLY-SUR-SEINE, agissant poursuites et diligences de son représentant légal y domicilié

IL M'EST EXPOSE :

Que la requérante organise, **du 26 octobre 2026 au 30 novembre 2026 inclus**, un jeu-concours gratuit sans obligation d'achat intitulé « **Sephora Prize** ».

Qu'elle me requiert à l'effet de procéder à son dépôt en mon Etude.

DEFERANT A CETTE REQUISITION :

Je, **Victoria GRANGIE**, Commissaire de justice associée au sein de **SAS BOUVET-LLOPIS-MULLER & Associés**, Titulaire des Offices près la Cour d'Appel de Paris, sis 354 Rue Saint-Honoré à PARIS 75001 et 3 Rue du Regard à PARIS 75006, soussignée.

Certifie avoir reçu ce jour le règlement de jeu intitulé « **Sephora Prize** » comportant **22 articles**.

Et de tout ce que dessus, j'ai dressé le présent procès-verbal de constat pour servir et valoir ce que de droit les jours, mois et an que dessus.

Maître Victoria GRANGIE
Commissaire de Justice associée



**CERTIFIÉ CONFORME
A L'ORIGINAL EN MINUTE**

SEPHORA PRIZE OFFICIAL RULES

These official rules (the "**Rules**") govern the organization, participation, and selection process of the Sephora Prize (the "**Prize**"), organized by Sephora SAS, 41 rue Ybry, 92200, Neuilly-sur-Seine (France) ("**Sephora**").

The Prize aims to identify emerging Beauty Brands demonstrating strong potential in innovation, desirability, and commercial scalability. The winning brand may be distributed through all or part of Sephora's Retail Network in Europe, within a geographical scope and through distribution channels to be determined by Sephora, subject in all cases to the successful negotiation and execution of a distribution agreement with Sephora, on terms to be mutually agreed between the parties.

These Rules are deposited with a bailiff (commissaire de justice) instructed by Sephora, whose name and address are published on the Website. A copy of the Rules will be available on the Website.

Application in the Prize constitutes full, unconditional, and irrevocable acceptance of these Rules.

Sephora will use reasonable efforts to inform Applicants of any material modification of the Rules by email to the address indicated in their application. Any Applicant who refuses to accept a modification of the Rules must cease to take part in the Prize process by notifying Sephora in writing, in which case their application shall be withdrawn without any right to indemnification.

For the avoidance of doubt, this Prize does not constitute a commitment by Sephora or any member of the Sephora Group to list, purchase, and distribute the Winner's or other Beauty Brands' products in all or part of Sephora Retail Network in Europe. Any commercial partnership or distribution agreement will require a separate written contract between Sephora and the Winner and/or other Beauty Brands. Furthermore, the Winner and other Beauty Brands products must continuously satisfy Sephora's applicable standards and listing criteria.

Article 1 – Key definitions

For the purposes of these Rules, the following terms shall have the meanings set out below:

- "**Applicant**": any company or independent brand that submits an application to participate in the Prize, as further defined in Article 3
- "**Beauty Brands**": emerging brands established in a country of the European Economic Area (EEA), Monaco, Serbia, Switzerland, United Kingdom, Türkiye.
- "**Content**": Public Content and Private Content jointly ;
- "**Jury**": composed of senior Sephora and/or LVMH Group executives at European, UK, and global levels in accordance with Article 5.3 and of external members;
- "**Private Content**": all other documents, information, and materials submitted by an Applicant in connection with the Prize, which shall be considered as confidential as per stipulated in article 11 (Confidentiality).
- "**Public Content**": all documents, photographs, audiovisual content, trademarks, logos, designs, image and description product, and other materials submitted by an Applicant and expressly designated as public for the purposes of the Prize, including those used for presenting, announcing, and promoting the Prize, the Applicants, and their creations.
- "**Retail Network in Europe**": all the countries in Europe where Sephora operates or will operate, including United Kingdom, Türkiye, Switzerland, Serbia, Norway, and Monaco;
- "**Sephora Group**" shall mean Sephora, any entity directly or indirectly controlled by Sephora, any entity directly or indirectly controlling Sephora, and any entity placed under the same control as Sephora;
- "**Shortlisted Applicant**": any Applicant selected by Sephora pursuant to Article 5.2.
- "**Winner(s)**": the Shortlisted Applicant awarded the Prize pursuant to Article 5.3.



Article 2 — Eligibility criteria

Any Applicant that meets the following criteria of Article 2 is entitled to apply for the Prize.

2.1 Eligible categories

Applicant must operate in at least one of the following beauty categories:

- makeup;
- skincare;
- haircare;
- fragrance.

2.2 Geographic scope

Participation is limited to Beauty Brands established in a country of the EEA, Monaco, Serbia, Switzerland, United Kingdom and Türkiye.

2.3 Distribution

Applicant must be distributed primarily direct-to-consumer (DTC) and/or with limited retail presence (brick and mortar and online).

2.4 Positioning

Applicant must demonstrate:

- a clear brand positioning addressing an identified market gap ("white space");
- a differentiated and relevant value proposition;
- alignment with current global beauty market trends.

2.5 Products

Applicant must:

- have at least one (1) existing, commercialized product at the time of application, which formulation shall be compliant with regulations of countries within Sephora's Retail Network in Europe. This means that Applicant must be able to provide supporting documentation upon request (such as the packaging artwork, regulatory compliance to applicable regulation, etc.); and
- offer either:
 - o a full product range; or
 - o a limited assortment of hero products with demonstrated or potential market traction.

2.6 Regulatory compliance and product safety

Applicant must ensure that all products:

- comply with applicable standards, laws, and regulations within Sephora's Retail Network in Europe, considering the product's nature;
- meet all quality, safety, labeling, and traceability requirements for all countries across Sephora's Retail Network in Europe¹; and
- have been duly notified in accordance with local applicable regulations.
- feature formulations that comply with requirements in countries across Sephora's Retail Network in Europe.

¹ In the event that the labeling of the product(s) does not comply with the applicable regulations, particularly concerning the translations of mandatory information, Applicant undertakes to bring the packaging into compliance as soon as possible to enable its distribution.



Sephora reserves the right to request supporting regulatory documentation at any stage of the application or selection process.

2.7 Financial standing and legal status

Applicant must attest :

- to be financially viable and operationally sustainable;
- not to be subject to insolvency, restructuring, or liquidation proceedings;
- not to be involved in material litigation that could adversely impact its business.

2.8 Reputation and compliance

Applicants must:

- comply with applicable EU, Türkiye, Switzerland, Serbia, Norway, Monaco and UK laws, including consumer protection, data protection and product safety regulations;
- not present any material reputational risk to Sephora or the Sephora Group;
- comply with the Code of Conduct referred to in Article 14.

2.9 Alignment with Sephora values

Applicants must demonstrate alignment with Sephora's core values, including:

- authenticity;
- inclusivity and accessibility to all ;
- transparency and consumer trust.

2.10 Exclusions

The following persons and entities are excluded from participation in the Prize: (i) any entity of the Sephora Group and LVMH Group; (ii) any entity controlled by a Jury Member or under common control with any Jury member; (iii) any employee of the Sephora Group and LVMH Group; and (iv) any Applicant in respect of which a Jury member, or a person referred to in (iii) above, holds a direct or indirect economic interest, management role, or advisory relationship.

Applicant warrants that none of the persons or entities listed above is associated with them as shareholder, director, officer, employee, consultant, or otherwise involved in the preparation of the application.

Article 3 — Application process

To participate in the Prize, Applicants must download the application form: [insert Link] and then submit their application via email to the following email at the official address designated by Sephora: sephoraprize@sephora.fr

Any application submitted by any other means (including postal mail, or delivery) shall be automatically rejected.

Upon successful submission, the Applicant will receive acknowledgement of receipt, which constitutes the sole proof of submission. Applicants are responsible for ensuring that they receive such acknowledgement and for retaining it. In the absence of such acknowledgement, the application shall be deemed not to have been received. Sephora bears no liability for any failure, interruption, slowdown, or unavailability of the Applicant's own equipment that prevents, delays, or corrupts submission. In the event that Sephora is unable to receive emails and therefore submissions (e.g. due to a technical failure or any other cause beyond its control), Sephora reserves the right to either extend the submission period or accept submissions through alternative means of receipt, which will be communicated to participants in due course.

Applicants must adhere strictly to the Rules and utilize the templates provided by Sephora for their application submission. These Rules are designed to ensure consistency and fairness in the assessment of all applications. Applicants must provide complete, accurate, and up-to-date information, including all required supporting documentation.



Each Applicant may submit only one (1) application per edition of the Prize. Where two or more Applicants are under common control, they shall collectively be entitled to submit only one (1) application, failing which all their applications may be rejected at Sephora's sole discretion.

The application must be completed in English. All costs, expenses, and fees incurred in connection with the preparation and submission of the application shall be borne exclusively by the Applicant.

The Applicant is solely responsible for the accuracy, completeness, and lawfulness of the information and materials it submits. Incomplete applications, or applications containing false or misleading information, may be rejected at Sephora's sole discretion, without any obligation for Sephora to inform the Applicant, and without the Applicant being entitled to any indemnification; this is applicable at any stage of the process of granting the Prize.

Article 4 — Timeline

The estimated calendar for the 2027 edition of the Prize is as follows:

- **Opening date:** October 26th, 2026 at 11:00 Central European Time (CET)
- **Closing date:** November 30th, 2026 at 23:59 Central European Time (CET). These dates are provided solely as an indication. Sephora reserves the right to modify the timeline, postpone or cancel the Prize where necessary, without being held liable, and without any damages or lack of opportunity to the Applicants arising therefrom.

Article 5 — Application selection process

5.1 Eligibility screening

All submitted applications will be rigorously reviewed by Sephora to verify compliance with all eligibility criteria set forth in Article 2 of these Rules. Any application failing to meet these criteria will be deemed inadmissible.

5.2 Shortlisting and affidavit

Eligible applications will undergo a detailed assessment by Sephora's internal teams, leading to a shortlist of promising brands.

Each Shortlisted Applicant will be notified by email and must, within ten (10) calendar days of such notification, return to Sephora a completed and signed sworn statement (the "**Affidavit**"), in the form appended as an Exhibit to these Rules, confirming that: (i) all information submitted in the application remains accurate, complete, and up to date; (ii) the Applicant continues to satisfy all eligibility criteria set out in Article 2; (iii) no material change has occurred in the Applicant's ownership, financial condition, regulatory status, or business that would adversely affect its eligibility; and (iv) the Applicant accepts, without reservation, these Rules and the conditions of the Prize. Failure to return a valid, duly signed Affidavit within the ten (10)-day period shall result in automatic exclusion of the Shortlisted Applicant, without any indemnification.

This assessment will include :

- commercial and retail potential analysis;
- brand positioning and desirability assessment.
- product evaluation and testing;
- regulatory and compliance review throughout Sephora's Retail Network in Europe ;

5.3 Final selection of the Winner

(a) Jury Composition

Sephora will appoint the Jury members, including a president, who will make the final decisions regarding the selection of the Winner(s).

(b) Conflicts of Interest

Prior to each deliberation, each Jury member shall disclose to Sephora any actual, potential, or apparent conflict of interest with any Applicant (including any economic interest, family relationship, professional mandate, or other



personal connection). Any Jury member having a conflict of interest with respect to a given Applicant shall recuse themselves from the deliberation and vote concerning that Applicant.

(c) Confidentiality of deliberations

The proceedings and deliberations of the Jury are strictly confidential. The Jury shall deliberate behind closed doors, and no Jury member shall disclose any information regarding the deliberations, the scoring of any Applicant, or the reasons for the Jury's decisions, save as required by law or by order of a competent court.

(d) Decision-making

Selection of the Winner will be made on the basis of information provided in the application. The Jury may enquire additional information or documentation in order to select the Winner. In the event of a tie between Shortlisted Applicants, the president of the Jury will make the final decision. The Jury's decisions are final, binding, and not subject to appeal.

(e) Reservation of right not to award

The Jury and Sephora reserve the right, at their sole discretion, not to award any Prize or to award fewer Prizes than initially envisaged, if the Jury considers that no Applicant, or a reduced number of Applicants, sufficiently meets the evaluation criteria. No Applicant shall be entitled to any indemnification by reason of such decision.

(f) Notification

Winner shall be notified by Sephora in writing. Non-selected Applicants shall also be notified but shall not be entitled to any individualized feedback on the reasons for their non-selection.

Article 6 — Award²

The Winner(s) will benefit from support by Sephora for three (3) years (36 months) from the Prize award which may include:

- leveraging Sephora's expertise and resources;
- marketing and visibility initiatives within Sephora's Retail Network in Europe;
- retail integration opportunities within Sephora's Retail Network in Europe;
- access to consumer insights;
- strategic mentoring from Sephora executives and industry experts. Sephora reserves the right to define, modify, or withdraw any component of such support at its sole discretion, based on the evolving needs of the Winner(s) and market conditions.

In addition, depending on the applications received, Sephora reserves the right, at its sole discretion, to offer support to a maximum of two (2) Applicants in addition to the Winner(s); such Applicants may benefit from a personalized support for a maximum duration of one (1) year, the components of which Sephora may define, modify, or withdraw at its sole discretion. For the avoidance of doubt, any Applicant benefiting from such support shall be bound, for the duration of the support period, by all obligations applicable to the Winner under these Rules, including without limitation the representations, warranties and obligations set out in Articles 7 (Representations and Warranties), 8 (Specific Obligations), 9 (Intellectual Property), 11 (Confidentiality), 14 (Ethics and Compliance) and 15 (Disqualification), which shall apply to it as if it were a Winner³.

² This Prize does not constitute any commitment by Sephora or any Sephora Group entity to list, purchase or distribute the Winner(s)'s or any other Beauty Brand's products. Any commercial partnership or distribution will remain subject to a separate written agreement and compliance with Sephora's applicable standards and listing criteria.

³ In case Sephora decides to offer support to a maximum of two (2) Applicants, the latter receiving such support will, for the duration of the support period, be subject to the same obligations, representations and warranties as those applicable to the Winner under the Sephora Prize Rules.



Article 7 — Representations and warranties

Applicants represent and warrant that:

- all submitted information is accurate, complete, truthful, and not misleading;
- their business activities and products fully comply with all applicable regulations, directives, and standards within Sephora's Retail Network in Europe;
- they hold all necessary intellectual property rights pertaining to their brand, products, and Content including marketing materials;
- they have not been convicted of, and are not under investigation for, any offence relating to corruption, bribery, influence peddling, money laundering, fraud, or any similar offence under applicable law (including the French Sapin II law and the UK Bribery Act 2010) as provided in Article 14;
- neither they nor any person or entity controlling them is listed on any applicable sanctions list maintained by the European Union, the United Nations, the United Kingdom, OFAC, or the French Treasury;
- they have obtained and maintain all governmental, regulatory, and other approvals, licenses, and authorizations required for the conduct of their business and the commercialization of their products;
- their participation in the Prize does not conflict with any agreement, obligation, or duty by which they are bound.

Each Applicant makes these representations and warranties on its own behalf and on behalf of its founders, directors, officers, agents, representatives, and employees.

Article 8 — Specific obligations of shortlisted Applicants and Winner(s)

Each Shortlisted Applicant undertakes, for the duration of its participation in the Prize (including the support period), to:

- i. maintain in full force and effect the accuracy and completeness of all information previously submitted to Sephora, and to inform Sephora, without undue delay and in writing, of any material change that may affect its eligibility, its ability to participate in the Prize and to benefit from support by Sephora;
- ii. comply with the Code of Conduct referred to in Article 14, and any Sephora policy communicated to it;
- iii. refrain from any act or statement likely to damage the reputation, image, or goodwill of Sephora, the Sephora Group, the Jury, or the Prize, and to act at all times in a manner consistent with Sephora's values;
- iv. make itself reasonably available, at no cost to Sephora, to participate in promotional activities organized by Sephora in connection with the Prize (including press interviews, photo and video shoots, award ceremonies, and public events), and to authorize the associated use of its name, image, likeness, and testimonials;
- v. report to Sephora, at Sephora's request, on the use made of any component of the Prize and the support by Sephora and on the progress of its business, in a format and at a frequency reasonably specified by Sephora;
- vi. comply with any confidentiality and non-publicity obligation set out in these Rules or in the Award Agreement, including, unless and until authorized by Sephora, not disclosing the fact of being a Shortlisted Applicant or Winner;
- vii. obtain Sephora's prior written approval before any communication, press release, or public statement in which Sephora, the Sephora Group, or the Prize is named or depicted; and
- viii. return or destroy, at Sephora's option, any confidential information or material received from Sephora upon the end of the Prize and the support period by Sephora.

The Winner shall maintain, for the duration of the support period by Sephora, at its own cost and with a reputable insurer the following insurance coverages: (i) product liability covering all products distributed in connection with the support by Sephora, including bodily injury, property damage, and cosmetic-related claims; (ii) commercial general liability insurance.



The Winner shall provide certificates of insurance to Sephora within fifteen (15) business days of being designated a Winner, and upon each renewal. Failure to maintain the insurance required under this Article shall constitute a material breach of these Rules and shall entitle Sephora to suspend or terminate the support provided and to disqualify the Winner pursuant to Article 15.

Article 9 — Intellectual property

9.1 Retention of rights by applicants.

Applicants retain full ownership of their intellectual property rights. Nothing in these Rules shall be construed as a transfer or assignment of any intellectual property rights from the Applicant to Sephora or to any member of the Sephora Group.

9.2 License granted for the prize.

By participating in the Prize, Applicants grant Sephora and the Sephora Group a non-exclusive, worldwide, royalty-free, sub-licensable license to use the Content, including the submitted materials, and the intellectual property rights related to the products and Content (hereafter "**Applicant's IP Rights**") for communication, marketing, and promotional purposes related to the Prize, on any media and by any means, and as often as Sephora deems necessary, to: (i) reproduce or cause to be reproduced all or part of the Content; (ii) represent or cause to be represented all or part of the Content by any method of publication, dissemination, or broadcasting; and (iii) adapt, transform, arrange, modify, or translate all or part of the Content, deemed useful for all aesthetic, technical, artistic and/or commercial reasons. This license covers: (a) all or part of the Public Content, for the purposes of analyzing applications and of presenting, announcing, and promoting the Prize, the Applicants, and their creations, including for purposes of Sephora Group corporate communications; and (b) all or part of the Private Content, solely for the purposes of analyzing applications by the Organizer, the Jury, and authorized evaluators. This license is granted for the duration of the Prize process and, for Winner(s), for the duration of the support period by Sephora and any subsequent promotional activities related to their success, in each case for the whole duration of protection of the relevant intellectual property rights according to each country's legislation, including any possible extensions.

9.3 Applicant warranties on content.

Each Applicant represents, warrants, and undertakes to Sephora that, in all the: (i) the Applicant's IP Rights are duly registered and protected, and the Applicant undertakes to maintain and, where applicable, renew those rights at its own cost; (ii) the Applicant is the exclusive owner of the Applicant's IP Rights related to the products and Content and that it has not granted to any third party any license (or grant to use) (iii) the Applicant holds all necessary intellectual property rights and authorizations related to their brand, the products and the Content including the marketing materials and to grant to Sephora and the Sephora Group the license set out in this Article, including, where applicable, authorizations from any contributor, co-author and founders; (iv) the Content does not infringe any third party rights, including intellectual property, personality, or other protected right, and is not the object of any claim, action, or threatened action for infringement, invalidity, revocation, or recovery; and (v) Sephora and the Sephora Group may freely and peacefully use the Content for the purposes set out in these Rules. The Applicant shall indemnify Sephora against any claim, damage, cost, or liability arising out of any breach of the warranties set out in this Article.

The Applicant commits to inform immediately Sephora if any action or claim is brought against the applicant based on the Applicant's IP Rights.

9.4 Sephora's pre-existing intellectual property.

Applicants acknowledge and agree that all intellectual property rights belonging to Sephora or any member of the Sephora Group (including without limitation trademarks, trade names, logos, designs, know-how, software, and database rights) remain the sole and exclusive property of Sephora or the relevant Sephora Group entity. Nothing in these Rules shall confer on any Applicant any right, title, or interest in any such Sephora's intellectual property.

Under no circumstances may the Applicants, directly or indirectly, use the name, trademark or products and/or services of Sephora or companies of the Sephora Group, without the prior written authorization of Sephora. If the Applicant has obtained Sephora's written authorization, all texts, content and media concerned must be submitted to Sephora for prior written approval.



9.5 Personality Rights.

The Content may contain information and attributes of personality that could be protected by personality rights and other protected rights, including name, surname, pseudonym, handle, image, voice, likeness/reputation, biographical information of the Applicant's founders, directors, officers, employees, or other (the "Personality Features"). Applicants grant Sephora an irrevocable, non-exclusive, worldwide authorization to use, reproduce, show, and promote, in whole or in part, the Personality Features: (a) that are part of the Public Content, by any means and as often as the Organizer deems necessary, for purposes of presenting, announcing, and promoting the Prize, the Applicants, and their creations, including Sephora Group corporate communications; and (b) that are part of the Private Content, solely for the purposes of analyzing applications. This authorization is granted at no charge for a period of five (5) years from the date of submission. Applicants guarantee that they have obtained all necessary authorizations from the persons concerned to grant the above authorization, and shall indemnify Sephora in accordance with Article 13 against any claim arising from the use of the Personality Features. Applicants further acknowledge and accept that, if they become Shortlisted Applicants or Winners, this authorization shall extend to all photographs, images, and audiovisual content taken or recorded during any event organized in connection with the Prize.

9.6 The Applicant recognizes expressly that the rights granted to Sephora and the commitments taken by the Applicant benefit any of the companies of the Sephora group.

Article 10 – Data protection

Terms beginning with a capital letter in this clause, including but not limited to "Personal Data", "Processing", "Data Controller", "Processor", and "Purpose", shall have the meaning assigned to them by Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter the "GDPR").

Your Personal data collected via the application form, is processed by SEPHORA SAS with a share capital of €78,256,500 – registered with the Nanterre Trade and Companies Register under number 393 712 286, 41 rue Ybry, 92200 Neuilly-sur-Seine, France, acting as the Data Controller, for the purpose of managing applications for the Prize, selecting the winners and, where applicable, handling complaints and disputes relating to this initiative.

In this context, the following categories of data may be collected:

Purpose of the processing	Source of Personal Data	Legal basis	Categories of Personal Data Processed
Management of applications for the Prize	Data provided by you	Performance of the Contract between Sephora and you	
Selection of Prize winner (evaluation of applications by internal teams and jury, deliberations, designation of incubated projects).	Data generated during the evaluation process by Sephora	Performance of the Contract	Image or voice data of representatives (video pitch)
Management of claims and disputes related to the Prize	Data provided by you	Legitimate interest of Sephora in defending its rights	History of exchanges with the Applicant Supporting documents strictly necessary for handling the claim

Data marked as mandatory in the application form are necessary to process your application. Failure to provide such data will result in the Applicant's application not being considered.



The data are accessible only to SEPHORA's authorized internal teams, members of the jury (whether internal or external, all subject to a confidentiality obligation), and technical service providers strictly for the purposes of performing their services.

No transfer of data outside the European Union is envisaged. Should such a transfer become necessary, Sephora undertakes to implement the safeguards required by applicable regulations.

Applicants have the right to access, rectify, and erase their personal data, as well as the right to define instructions regarding their personal data after their death, and the right to restrict the processing of their data. These rights may be exercised with Sephora at the following contact details:

SEPHORA
41 rue Ybry
92576 Neuilly sur Seine CEDEX
privacy@sephora.fr

The data necessary for the review and management of the application are retained in an active database for the duration of the Prize, and then for twelve (12) months following its closure.

They are then archived for a maximum period of five (5) years for evidentiary purposes in the event of a dispute, under conditions of restricted access and enhanced security. At the end of these periods, the data will be destroyed or irreversibly anonymized.

Applicants have the right to submit a complaint to your local data protection authority: CNIL, 3 place de Fontenoy, 75007 Paris, France.

Article 11 — Confidentiality

Sephora undertakes to use reasonable efforts to protect confidential information submitted by Applicants. However, Applicants acknowledge and agree that information necessary for evaluation (including but not limited to brand strategy, product details, and business model) may be shared internally within Sephora teams and with the Jury and external experts for evaluation purposes. Sephora will ensure that all such parties are bound by confidentiality obligations equivalent to those set out in these Rules.

Information shall be deemed confidential if it is designated as such by the disclosing party or if it is of a nature that a reasonable person in the relevant industry would consider to be confidential.

Shortlisted Applicants and Winner reciprocally undertake to keep strictly confidential any information relating to Sephora or the Sephora Group, their strategies, operations, products, know-how, or business partners that they may learn by reason of their participation in the Prize and support by Sephora, and not to disclose or use such information for any purpose other than participating in the Prize or during the support period.

These obligations of confidentiality shall survive for a period of five (5) years following the end of participation in the Prize or the end of the support period by Sephora, whichever is later.

The obligations of confidentiality shall not apply to information that: (i) is or becomes publicly available other than as a result of a breach of this Article; (ii) was already known to the receiving party prior to disclosure, free of any confidentiality obligation; (iii) is independently developed by the receiving party without use of or reference to the disclosing party's confidential information; or (iv) is required to be disclosed by law, regulation, or court order, provided that the receiving party gives the disclosing party prompt prior written notice of such requirement and cooperates in seeking protective treatment.

Sephora reserves the right to require Shortlisted Applicants and Winner to execute a separate non-disclosure agreement (NDA) prior to any access to confidential information relating to the Sephora Group's operations, partners, or strategy.

Article 12 — Liability

To the extent permitted by applicable law, Sephora shall not be liable for:

- loss or corruption of data submitted by Applicants;
- decisions made by the Jury, which are final and binding;



- any indirect, incidental, special, or consequential damages arising from participation in the Prize. Nothing in these Rules excludes Sephora's liability where such exclusion is prohibited within Sephora's Retail Network in Europe (e.g., for gross negligence or willful misconduct).

Article 13 — Indemnification

Applicants agree to indemnify, defend, and hold harmless Sephora and the Sephora Group, their respective officers, directors, employees, and agents from and against all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorney's fees) arising from:

- any breach of these Rules by the Applicant;
- any violation of applicable laws or regulations by the Applicant;
- any infringement of third-party's rights including intellectual property rights or other protected rights by the Applicant's products, Content or business activities.

Article 14 — Ethics and compliance

Each Applicant undertakes to comply with the LVMH Supplier and Business Partner Code of Conduct (the "**Code of Conduct**"), available at <https://www.lvmh.com/en/ethics-and-compliance/lvmh-supplier-code-of-conduct> which the Applicant acknowledges having full knowledge of and accepts in its entirety.

The Applicant undertakes, for the duration of its participation in the Prize and, for Winner, for the duration of the support by Sephora, to act in all circumstances with integrity, probity, and in compliance with all applicable laws and regulations.

Each Applicant represents, warrants, and undertakes that:

- it has not been convicted of, and is not under investigation for, any offence relating to corruption, bribery, influence peddling, money laundering, fraud, tax evasion, or any similar offence under applicable law, including the French law No. 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life ("Sapin II") and the UK Bribery Act 2010;
- it will not give, offer, or promise to, nor solicit or accept from, anyone, on its own behalf or on behalf of a third party, any undue advantage (including any gift, donation, invitation, remuneration, or anything of value) in connection with the Prize, with a view to inducing any person (including any public official, government employee, employee of a public international organization, political party, or candidate for public office) to perform or refrain from performing any act in the course of his or her duties, or to abuse any real or supposed influence to obtain a favourable decision from a public authority;

it is not, and is not controlled by, any person or entity that is listed on any applicable sanctions list (including but not limited to the consolidated lists maintained by the European Union, the United Nations, the United Kingdom, the United States Office of Foreign Assets Control (OFAC), or the French Treasury), and it will not, in connection with the Prize, engage in any transaction with any such sanctioned person or entity; it has established and maintains, proportionate to its size and activities, appropriate compliance policies and procedures designed to prevent corruption, influence peddling, conflicts of interest, money laundering, and violations of applicable sanctions and export-control laws; it operates in accordance with applicable environmental, social, and governance (ESG) standards and undertakes to make reasonable efforts to reduce the environmental impact of its activities and to respect fundamental human and labour rights throughout its supply chain; and it will notify Sephora immediately, in writing, of any act or suspicion of corruption, influence peddling, sanctions breach, or other material compliance breach occurring in connection with the Prize of which it becomes aware; and

- it complies, and shall ensure that all marketing, labelling, packaging, and promotional materials submitted in connection with the Prize comply, with all applicable rules on environmental and sustainability claims. Any environmental, ethical, social, health, safety, or performance claim made in respect of a product or brand (including but not limited to "natural", "clean", "organic", "vegan", "cruelty-free", "carbon-neutral", "climate-neutral", "biodegradable", "recyclable", "sustainable", or equivalent wording) must be specific, accurate, substantiated by robust, independent, and up-to-date evidence, and non-misleading.



Upon request by Sephora at any stage of the Prize, the Applicant shall provide as soon as practicable, the underlying technical, scientific, or third-party certification evidence supporting any such claim. Failure to substantiate a claim to Sephora's reasonable satisfaction shall entitle Sephora to require withdrawal or modification of the claim or to disqualify the Applicant pursuant to Article 15.

Breach of the obligations set forth in this Article shall constitute a material breach of these Rules and shall entitle Sephora to immediately disqualify the Applicant or Winner pursuant to Article 15, to terminate any Award Agreement without indemnity or compensation, and to require restitution of any component of the Prize already disbursed, without prejudice to any other remedy available to Sephora at law or in equity. Sephora is entitled to request from Applicant damages, penalties, costs, and liabilities arising from or in relation to any breach of this Article.

Article 15 — Disqualification

Sephora reserves the right to disqualify any Applicant or Winner at any stage of the Prize in case of:

- breach of these Rules;
- submission of false or misleading information;
- non-compliance with regulatory requirements or product safety standards (EU, UK, Switzerland, Serbia, Norway, and Monaco or Türkiye);
- behavior or conduct that poses a material reputational risk to Sephora or the Sephora Group;
- failure to comply with ethical business practices or Sephora's values;
- breach of the ethics and compliance obligations set forth in Article 14.

In the event of disqualification, the Applicant or Winner shall forfeit any right to the Prize and/or support period, and Sephora may, at its sole discretion, select an alternative winner.

Article 16 — Modification, suspension, cancellation

Sephora reserves the right to modify, suspend, or cancel the Rules and/or the Prize at any time, for legitimate reasons, including but not limited to force majeure events, changes in market conditions, or unforeseen circumstances, without incurring any liability towards Applicants or the Winner. In such an event, Sephora will endeavor to provide reasonable notice to Applicants.

Article 17 — Force majeure

Neither Sephora nor any Applicant shall be liable for any failure or delay in performing its obligations under these Rules to the extent such failure or delay is caused by a Force Majeure event.

"Force Majeure" means any event beyond the reasonable control of the affected party that could not have been reasonably foreseen or, if foreseeable, could not have been avoided, including: acts of God, natural disasters, epidemics or pandemics (and related governmental measures), war, terrorism, civil unrest, acts of government or regulatory authorities, strikes affecting third parties, interruptions of utilities or telecommunications, cyberattacks, or material disruptions of the Website not attributable to the affected party.

The affected party shall notify the other party promptly of the event and its expected effects and shall use commercially reasonable efforts to mitigate them.

If a Force Majeure event continues for more than ninety (90) calendar days, either party may terminate participation without indemnity.

Article 18 — Notices

Any formal notice given under these Rules shall be made in writing, in English or French, and delivered either (i) by email with acknowledgement of receipt to the address designated in the application or on the Website, or (ii) by registered post with acknowledgement of receipt to the registered office of the relevant party. Notices are deemed delivered upon receipt of the acknowledgement.



Article 19— Language

These Rules are made available in English.

Article 20 — Severability

If one of the clauses in these Rules is declared null or unenforceable, in whole or in part, by virtue of any provision of applicable law, such clause shall be considered void, and such nullity or unenforceability shall not affect the other clauses herein.

Article 21 — Assignment

The Prize and the support provided by Sephora are strictly personal and may not be transferred to or used by any person other than the Winner(s). The Winner(s) may not assign or transfer the rights and obligations derived from the Prize and support provided by Sephora to a third party.

Article 22 — Governing law and jurisdiction

These Rules shall be governed by, and construed in accordance with, the laws of France.

Any practical difficulties in interpreting or applying these Rules shall be decided definitively and as a last resort by Sephora.

Any dispute between Sephora and an Applicant shall be subject to the courts falling under the sole jurisdiction of the Appeal Court of Paris (Cour d'appel de Paris), France.



EXHIBIT

Affidavit to be signed by each Shortlisted Applicant and its authorized representative

I, the undersigned

Acting in my capacity of of the company

- confirm that I am participating voluntarily in the 2027 edition of the Prize organized by Sephora;
- confirm that I have knowledge of, and accept, the terms and conditions of participation in the Prize as they appear in the Rules at [URL to be added]-and I agree without reservation to be bound by the dispositions and commitments set forth therein;
- undertake, in all circumstances, to respect the name and reputation of Sephora and the Sephora Group, as well as of their directors, administrators, and employees, and to abstain from any act that could harm them;
- certify and attest the accuracy of the information provided in my application and attest that none of the Content, as defined by the Rules, harms the rights of third parties, particularly intellectual property rights and personality rights;
- certify and attest that I hold all Applicant's IP Rights attached to the products and the Contents, and I have obtained the necessary authorizations to grant the license provided herein, pursuant to the Rules;
- confirm that I have granted Sephora a license over all the Applicant's IP Rights attached to the products and Contents, in the terms of Article 9 of the Rules;
- undertake to disclose to Sephora any existing or potential collaboration with any direct competitor of Sephora or of any Sephora Group affiliated entity;
- undertake to comply with the LVMH Supplier and Business Partner Code of Conduct <https://www.lvmh.com/en/ethics-and-compliance/lvmh-supplier-code-of-conduct>;
- acknowledge being informed that my personal data is processed by Sephora, particularly for the purposes of managing my application and participation in the Prize, in accordance with the Rules data protection clause.

In the event that I am awarded the Prize:

- I undertake to be represented by my authorized representative (founder and/or legal representative) at the public ceremony that may be organized by Sephora for presentation of the Prize;
- I undertake to keep the strictest possible confidentiality regarding any information about the Sephora Group that I may learn by participating in the Prize.

Entered into in, on

Signature of the Applicant	Counter-signature of Sephora

